



Order Form

CUSTOMER	Department of Electronics and IT, Government of Kerala
SPRINKLR, INC.	Sprinklr Inc., a Delaware corporation 29 W. 35th Street, 7th Floor, New York, NY 10001, US
CUSTOMER PRINCIPAL CONTACT	
MASTER AGREEMENT	Sprinklr Master Services Agreement (USA, Version 1.3, 20180413) located at www.sprinklr.com/legal
MASTER AGREEMENT DATE	
ORDER EFFECTIVE DATE	25 March, 2020
QUOTE EXPIRATION DATE	--
LICENSE TERM START DATE	25 March, 2020
LICENSE TERM END DATE	The earlier of (i) 24 September, 2020, and/or (ii) the end of the COVID-19 pandemic, as mutually agreed upon by the parties
RENEWAL	The License Term may be renewed by mutual written agreement of the parties (each a "Renewal Term").
INVOICE/BILLING CONTACT	
ACCOUNTS PAYABLE CONTACT	--
TAX ID NUMBER:	
PURCHASE ORDER REQUIRED FOR BILLING	--
PURCHASE ORDER NUMBER	
CURRENCY	USD

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I. PRODUCTS AND SERVICES – CITIZEN EXPERIENCE MANAGEMENT PLATFORM

CITIZEN EXPERIENCE MANAGEMENT

QTY	PRODUCT	TERM FEES
TBD	Information Intelligence	
TBD	Public Communications	
TBD	Citizen Engagement	
TBD	Citizen Portal	
TBD	Private Communications	
CITIZEN EXPERIENCE MANAGEMENT TOTAL:		--

PROFESSIONAL SERVICES

QTY	PRODUCT	FEES
TBD	Implementation Services – The scope of the Implementation Services shall be mutually agreed upon by the parties in a Statement of Work	
PROFESSIONAL SERVICES TOTAL:		--

STORAGE

QTY	PRODUCT	FEES
1	Active Data Retention: Silver	
STORAGE TOTAL:		--

SUPPORT

QTY	PRODUCT	FEES
1	Support: Standard	
SUPPORT TOTAL:		--

ORDER FORM TOTAL: TBD*

*Customer is under no obligation to pay for the Sprinklr Services herein during the COVID-19 pandemic. Upon the conclusion of scoping and implementation, Sprinklr will provide Customer with the pricing for the necessary Sprinklr Services. At that time, Customer may, in its sole discretion, determine what amount, if any, it shall pay to Sprinklr for the Sprinklr Services.

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The following terms shall apply to the Sprinklr Services herein:

API CONNECTION AND SPRINKLR PRODUCT TERMS

1. Customer may utilize the Sprinklr API for up to 250 calls per hour.
2. Access to the API Connection and any data provided thereunder, shall be considered part of the Platform pursuant to the Agreement and Customer shall have the right to access and use the API Connection according to the license granted therein.
3. The Sprinklr API is subject to the terms of the Connected Services. Sprinklr has no control over the rights granted and limitation imposed by the Connected Services, however Customer must abide by all applicable terms of the Connected Services. Such limitations may limit that transfer of data received from the API, and as a result, this may impact any Use Case(s), resulting in the requirement that Sprinklr approve all Use Case(s).
4. Customer may utilize the services of a third party in order to develop Applications invoking the Sprinklr API Connection on behalf of another Sprinklr user. These third party individuals will be given access to documentation about the API, access to the contracted API endpoints and will be given access to authenticate to the Sprinklr API. It is the sole responsibility of Customer to notify Sprinklr immediately if Customer has revoked the services of the third party. Sprinklr shall have no responsibility nor be liable for any continued access of a third party where Customer has failed to notify Sprinklr of their required access revocation.
5. Customer shall provide the names of the authorized individuals to access the API and shall notify Sprinklr of any changes to this list of authorized employees.

6. Approved API Use Case(s): Customer understands and agrees that the Sprinklr API may be used for the following Use Cases only:

- Asset Management: The Sprinklr API may be used to manage assets in Sprinklr. Examples of this include creating and updating assets, as well as retrieving assets to integrate with an external asset manager.
- CRM Integration: The Sprinklr API may be used to integrate Sprinklr with external CRM systems. Examples of this include collecting and transferring approved message, profile, and case data into external CRM systems. Customer understands that using social network data for creating/updating profiles, co-mingling data, retargeting or advertising to users may be restricted or prohibited by certain social network terms based on their terms of service and will not engage in such activity if the activity is restricted or prohibited.
- Publishing: The Sprinklr API may be used to create shortened links outside of Sprinklr.
- Analytics: The Sprinklr API may be used to collect metrics around data for internal use and to integrate with other reporting systems. CUSTOMER understands that the API Connection should not be used as a replacement for data providers.
- Listening Data: If no Listening Stream purchased, Customer understands that any data that requires a re-syndication fee will not pass through the API. Sprinklr is responsible for ensuring that the API Connection stream is restricted to only data that is processed/transferred through Sprinklr without an additional data plan for licensing in a third-party application.
- Chatbot: The Sprinklr API may be used to enhance message workflow in Sprinklr when responding to messages with a chatbot. CUSTOMER understands that the API will not be used for publishing outside of Sprinklr, but may be used to create draft messages in Sprinklr and update message workflow properties to assist with workflow functions in Sprinklr.

7. Customer understands and agrees that any use cases for the API other than those listed herein, must be pre-approved by Sprinklr, in Sprinklr's sole discretion.

8. Customer understands and agrees that use of the API herein is subject to the Twitter Limited Data License (EULA), located at www.sprinklr.com/legal, which is hereby agreed to as part of this Order Form.

SOCIAL PUBLISHING AND ENGAGEMENT ENTERPRISE INTEGRATION LICENSE AGREEMENT TERMS

1. The Social Publishing and Engagement Enterprise Integration ("Integration License") is subject to the terms of the Connected Services. Sprinklr has no control over the rights granted and limitation imposed by the Connected Services, however Customer must abide by all applicable terms of the Connected Services. Such limitations may limit that transfer of data received from the Social Enterprise Integration, and as a result, this may impact any Use Case(s), resulting in the requirement that Sprinklr approve all Use Case(s).

2. Approved Use Case(s): Customer understands and agrees that the Sprinklr Social Publishing and Engagement Enterprise Integration License may be used for the following Use Cases only:

- CRM: Log public and private interactions between the brand and its customers in a CRM, and use case management or ticketing systems to associate those interactions with the applicable individual's record.
- Consumer Insights: Perform aggregate-level analysis on consumer groups to understand their views and opinions about brands and product offerings in order to gain better insight into meeting consumer needs.
- Trend Analysis: Conduct trend analysis in order to identify which types of content are performing best and to optimize marketing efforts.
- Product Development: Identify product features that are of particular interest to consumers to help craft marketing and inform product development.
- Internal Dashboard: Display content and analysis such as sentiment, share of voice, brand mentions, and keywords on an internal-facing dashboard.

3. Customer understands and agrees that any use cases for Integrations, other than those listed herein, must be pre-approved by Sprinklr, in Sprinklr's sole discretion.

4. Customer understands and agrees that use of the Social Enterprise Integration herein is subject to the Twitter Limited Data License (EULA), located at www.sprinklr.com/legal, which is hereby agreed to as part of this Order Form.

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DISPLAY ADDITIONAL TERMS

1. Sprinklr Display generates URLs for use on screens and players capable of displaying HTML5 content. Typical uses of Sprinklr Display include internal displays (i.e. Command Centers), event displays, retail displays, digital out of home (digital billboards), and more.

2. Some screen setups cannot render HTML5. For use cases involving non-HTML5 capable screens, customer understands and agrees that these use cases for use of APIs must be approved by Sprinklr. Customer must present these exceptional use cases to Sprinklr, in writing, and Sprinklr must approve, in writing, prior to use of APIs for such use cases. Once approved, the parties agree to amend this Order Form to add the new use cases.

3. Selection of Feeds and Content: You are solely responsible for the selection of Connected Services feeds that you select ("Connected Services Feeds"), and for all text, music, data, graphics, photos, video, commentary and other Inbound Content and Customer Content (together, "Content"), collected, accessed, published and used by you using the Data Visualization products. Access to and use of Connected Services Feeds and Content are subject to the terms and conditions of the relevant Connected Services, including the Twitter Terms of Service located at <http://twitter.com/tos>, the Twitter Privacy Policy located at <http://twitter.com/privacy> and the Twitter Rules located at <http://twitter.com/rules>.

4. In addition, your use of Inbound Content provided (directly or indirectly) by Twitter and received through this Agreement are subject to and governed by the terms applicable to use of such Inbound Content located at:
<https://dev.twitter.com/overview/terms/agreement>;
<https://dev.twitter.com/overview/terms/policy>; and
<https://about.twitter.com/company/display-requirements>.

5. Further, as part of your access to content under this Agreement, the parties hereby agree that Twitter, Inc., is the licensor of the Inbound Content, is as an express third-party beneficiary of this Agreement, is entitled to enforce the terms, conditions and restrictions regarding the use of the Inbound Content against you, and is further entitled to preliminary injunctive relief against you if you breach or otherwise violate this Agreement. You are solely responsible for reviewing and complying with all applicable Connected Services Terms prior to selecting the Connected Services Feeds and Content for use in connection with the Data Visualization products. By viewing, accessing or using the Data Visualization products, you represent and warrant that you have read and agree to comply with and to be bound by the Connected Services Terms. You may change your selection of Connected Services Feeds and Content at any time, but in the event of any dispute concerning your selections, your last selections recorded by the Data Visualization products will be conclusive.

DISPLAY ADDITIONAL TERMS

1. Sprinklr Gallery generates an HTML embed code for use in websites and mobile apps. Typical use of Sprinklr Gallery include social posts featured on homepages, UGC campaign pages, PDP galleries featuring UGC, mobile apps featuring social posts, and more.

2. Some interactive experiences cannot render HTML embed codes. For these use cases, the customer understands that these uses must be approved by Sprinklr. Customer must present these exceptional use cases to Sprinklr, in writing, and Sprinklr must approve, in writing, prior to use of the Gallery API for such use cases. Once approved, the parties agree to amend this Order Form to acknowledge these uses.

3. Selection of Feeds and Content: You are solely responsible for the selection of Connected Services feeds that you select ("Connected Services Feeds"), and for all text, music, data, graphics, photos, video, commentary and other Inbound Content and Customer Content (together, "Content"), collected, accessed, published and used by you using the Data Visualization products. Access to and use of Connected Services Feeds and Content are subject to the terms and conditions of the relevant Connected Services, including the Twitter Terms of Service located at <http://twitter.com/tos>, the Twitter Privacy Policy located at <http://twitter.com/privacy> and the Twitter Rules located at <http://twitter.com/rules>.

4. In addition, your use of Inbound Content provided (directly or indirectly) by Twitter and received through this Agreement are subject to and governed by the terms applicable to use of such Inbound Content located at:

<https://dev.twitter.com/overview/terms/agreement>;
<https://dev.twitter.com/overview/terms/policy>; and
<https://about.twitter.com/company/display-requirements>.

5. Further, as part of your access to content under this Agreement, the parties hereby agree that Twitter, Inc., is the licensor of the Inbound Content, is as an express third-party beneficiary of this Agreement, is entitled to enforce the terms, conditions and restrictions regarding the use of the Inbound Content against you, and is further entitled to preliminary injunctive relief against you if you breach or otherwise violate this Agreement. You are solely responsible for reviewing and complying with all applicable Connected Services Terms prior to selecting the Connected Services Feeds and Content for use in connection with the Data Visualization products. By viewing, accessing or using the Data Visualization products, you represent and warrant that you have read and agree to comply with and to be bound by the Connected Services Terms. You may change your selection of Connected Services Feeds and Content at any time, but in the event of any dispute concerning your selections, your last selections recorded by the Data Visualization products will be conclusive.

ADDITIONAL PLATFORM PRODUCT TERMS

1. Sprinklr has the right at any time to review the usage of the Platform products licensed on this Order Form to ensure the quantity of licensed products purchased are not exceeded. Product quantities that may be reviewed include, but are not limited to, number of user Seats, number of Display(s), quantity of Listening Mentions and/or Paid Media Spend.

2. In the event a review of usage determines that the quantities have been used in excess of the quantity purchased, then Sprinklr shall invoice Customer for the additional Fees (pro-rated) from the date the overage began through the end of the Order Form Term.

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3. Customer shall at all times retain all rights to and responsibility for Customer Data uploaded to or accessed by the Platform. "Customer Data" is defined as any and all data used for provision of the Sprinklr Services that is obtained by Sprinklr directly from Customer, including, without limitation, the Content and all citizen data accessed or obtained by Sprinklr from Customer. Customer expressly represents that it has the legal right to make such data available to Sprinklr for the purpose of providing the Services, and agrees to indemnify and hold harmless Sprinklr and its officers, directors, and affiliates from any and all liability associated with Sprinklr's access to and use of such Customer Data. Upon termination of the services, or at any time upon Customer's written request, all Customer Data will be removed from the Platform and returned to Customer, pursuant to Section 3.4 of the Agreement.

4. Any third-party costs will be paid directly by Customer; review and approval of such costs will be the sole responsibility of Customer.

Active Data Retention

Active Data Retention: **SILVER** according to Sprinklr Service Level Agreement (SLA), accessible at www.sprinklr.com/legal

Support Details

Support: **STANDARD** according to Sprinklr Service Level Agreement (SLA), accessible at www.sprinklr.com/legal

2. TERMS AND CONDITIONS

This Order Form shall be subject to the Master Agreement defined above. The Master Agreement is incorporated by reference, in its entirety, and together with this Order Form constitutes the Agreement between Customer and Sprinklr relating to the products and services under this Order Form. Sprinklr objects to any other additional or different terms in the Customer's purchase order or acceptance. All capitalized terms not defined in this Order Form shall have the meanings given in the Master Agreement. In the event of any conflicts or inconsistencies among this Order Form and the Master Agreement, this Order Form shall prevail.

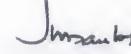
Sprinklr

Executed by (name/title):

GREGORY A VP, LEGAL
Date: **20 APRIL 2020**
Signature: 

Customer

Executed by (name/title):

M. SIVASANKAR IAS
Date: **Principal Secretary to Government**
Signature: **Electronics & IT Department**


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